

Government Support Services – Contracting 100 Enterprise Place Suite # 4 Dover, DE 19904-8202

February 22, 2010

TO: ALL STATE AGENCIES, SCHOOL DISTRICTS, MUNICIPALITIES, VOLUNTEER

FIRE COMPANIES AND POLITICAL SUBDIVISIONS

FROM: WILLIAM W. PICKRUM

DEPUTY DIRECTOR

302-857-4556

SUBJECT: AWARD NOTICE - ADDENDUM 15 as of May 28, 2010

CONTRACT NO. GSS09133-COMPUTER

Computer Equipment, Peripherals, and Related Services

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Contract No.: GSS09133-COMPUTER

KEY CONTRACT INFORMATION

1. MANDATORY USE CONTRACT:

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REF: Title 29, Chapter 6911(d) <u>Delaware Code</u>. Every state department and agency within the Executive Branch and Judicial Branch of the state government shall procure all material, equipment and nonprofessional services through the statewide contracts administered by Government Support Services, Office of Management and Budget. Delaware State University, Delaware Technical and Community College, the operations funded by Public School Districts, Delaware Transit Corporation, Department of Elections, the Legislative Branch and the Board of Pension Trustees and their consultants are specifically exempted from the requirements of this subsection.

2. CONTRACT PERIOD:

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The contract executed by the State of Minnesota for use by the State of Delaware under a Participating Addendum that allows state departments and agencies to use the agreement. The Master Price Agreement shall become effective on September 1, 2009, for a term of three (3) calendar years, through August 31, 2012. The Minnesota Materials Management Division reserves the option of extending the agreements on an annual basis for two (2) additional one-year terms or portions thereof, or for one two-year term.

3. <u>VENDORS</u>:

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ACE TECHNOLOGY PARTNERS

Federal EI#: 36-4010566

Contract Code: GSS09133-COMPUTERV01

Account Rep

Marc Fertik

Ace Technology Partners
1425 East Algonquin Road
Arlington Heights, IL 60005-4715
Email: mfertik@acecomputers.com

Phone: (877) 223-2667 Fax: (847) 952-6901

Send PO's to:

Accounts Payable
Ace Technology Partners
1425 East Algonquin Road
Arlington Heights, IL 60005-4715

APPLE, INC.

Federal El#: 94-2404110

Contract Code: GSS09133-COMPUTERV02

Account Rep

Ewa Kalman

Apple Inc

1 Infinite Loop, MS 90-2CM Cupertino, CA 95014-2083 Email: ekalman@apple.com Phone: (408) 974-6112 Fax: (408) 974-4908

Or

Michael Taloff

Apple Inc

1 Infinite Loop, MS 90-2CM Cupertino, CA 95014-2083 Email: taloff@apple.com Phone: (408) 974-3245 Fax: (408) 974-4908

Servicing Subcontractors:

All orders are to be issued directly to:

Apple Inc

12545 Riata Vista Circle, MS 198-3ED

Contract No.: GSS09133-COMPUTER

Austin, TX 78727-6524 Fax: (800) 490-0325

All payments are to be issued to:

Apple Inc

P. O. Box 846095 Dallas, TX 75284-0001 **EMC CORPORATION**

DELL MARKETING L.P.

Federal EI#: 74-2616805

Contract Code: GSS09133-COMPUTERV03

Federal EI#: 04-2680009

Contract Code: GSS09133-COMPUTERV04

Account Rep

Donna Grosenheider, Inside Sales

Representative Dell Marketing L.P.

One Dell Way, Mail Stop 8708 Round Rock, TX 78682-7000 Phone: (800) 981-3355 x 7241906

Fax: (512) 283-8669

Email: donna_grosenheider@dell.com

Account Rep

Susan Case or James Lincoln

EMC Corporation 222 Lake Como Drive Lakeway, TX 78734-5087

Phone: (703) 970-5054 or (610) 234-4856

Fax: (888) 580-6069

Email: case susan@emc.com or

lincoln james@emc.com

Send PO's to:

Standard Dell Marketing L.P.

C/O Dell USA L.P. P.O. Box 643561

Pittsburgh, PA 15264-3561

(If credit card orders, indicate at the top, in 14 point font or larger that this is a CREDIT CARD ORDER with name/phone of person to

contact for card information.)

HEWLETT PACKARD IBM Corporation

Federal EI#: 76-0011617

Contract Code: GSS09133-COMPUTERV05

Federal EI#: 13-0871985

Contract Code: GSS09133-COMPUTERV06

Account Rep

Hewlett Packard Company

442 Swan Blvd.

Deerfield, IL 60015-3673

Attn: Debra Lee, WSCA/NASPO Contract

Program Manager:

Email: debra.lee@hp.com Phone: 847-537-0344 Fax: 281-927-5213

Account Rep

Karen Schneider **IBM Corporation**

4660 La Jolla Village Drive, Ste 300

San Diego, CA, 92122-4604 Email: kasch@us.ibm.com Phone: (858) 587-5137 Fax: (858) 587-5099

Send PO's to:

HP Direct C10GM 10810 Farnam Drive

Omaha. NE 68154-3237

Send PO's to:

IBM Corporation IBM State & Local Government Team 7100 Highlands Parkway

Smyrna, GA 30082

Contract No.: GSS09133-COMPUTER

Ordering Fax: (800) 825-2329

Order email box:

PSorderprocessing@hp.com

P.O. fax number: (800) 242-6329

Remittance address:

You may either remit to the address which will appear on your

invoice or to: IBM Corporation P.O. Box 676673

Dallas, Texas 75267-6673

NETAPP, INC.

Federal EI#: 77-0307520

Contract Code: GSS09133-COMPUTERV07

Account Rep

NETAPP, INC.

1921 Gallows Road, Suite 600

Vienna, VA 22812 Attn: Denise Orosco

Email: denise.orosco@netapp.com

Phone: (530) 644-1467 Fax: (703) 918-7301

www.netapp.com/us/how-to-buy/wsca

Order Placement and Billing Concerns: Lauree Burse, Manager of In-Side Sales

Email: <u>Lauree.Burse@NetApp.com</u>

Phone: (919) 476-5051

Service Renewals/Upgrades: Nateshia Smith, Service Contract

Administrator

Email: Nateshia.Smith@NetApp.com

Phone: (919) 476-5673

Warranty, Maintenance, and Problem

Requests:

Phone: (888) 4-NETAPP = (888) 463-8277 or

(916) 576-7808

PANASONIC SOLUTIONS COMPANY

Federal EI#: 36-2786846

Contract Code: GSS09133-COMPUTERV08

Account Rep

Michelle Chapin

Panasonic Solutions Company

21473 Glebe View Drive Ashburn, VA 20148-3609

Email: michelle_chapin@us.panasonic.com

Phone: (973) 303-7787

Send PO's to:

Insight Public Sector GSS09133-COMPUTERV12

105 West Fifth Avenue Tallahassee, FL 32303 FEIN: 36-3949000

Erica Falchetti

Office: (800)-543-2437
erica.falchetti@insight.com
www2.ips.insight.com

Feeney Wireless, LLC.

GSS09133-COMPUTERV21

4501 Hidden Court

Rocklin, California 95677

FEIN: 93-1302898

Gary White

Director of Sales

Office: (916) 632-6868 www.feeneywireless.com

gwhite@feeneywireless.com

PCS – Portable Computer Solutions

GSS09133-COMPUTERV13

PCS Denver Office

1200 W. Mississippi Avenue

Denver, CO 80223 FEIN: 84-1396969

Kathy Pakkebier

Contract No.: GSS09133-COMPUTER

Office: (303) 346-2487

www.portablecomputersystems.com kathyp@portablecomputersystems.com

QUANTUM CORPORATIONS

Federal El# 23-2651602

Contract Code: GSS09133-COMPUTERV09

Account Rep Suzanne Fletcher Quantum Corp. 141 Innovation Drive Irvine, CA 92617-3040

Email: Suzanne.fletcher@quantum.com

Phone: (949) 856-7851 Fax: (949) 856-7797

ORACLE AMERICA, INC.

Federal EI#: 94-2805249

Contract Code: GSS09133-COMPUTERV11

Account Rep

Contract Matters
Mary Ferguson

Oracle America, Inc.

500 Eldorado Blvd, Building 1 Broomfield, CO 80021-3400 Phone: (303) 558-3192 Fax: (303) 558-3192

mary.ferguson@oracle.com

Program Matters

Chris Reaume

WSCA Program Manager 1000 Town Center, Ste. 1700 Southfield, MI 48075-1233

Email: christopher.reaume@sun.com

Phone: (248) 412-4067 Fax: (248) 412-4067

Orders are to be submitted to:

Sun Microsystems, Inc. 4150 Network Circle

Santa Clara, CA 95054-1778

Fax: 510-217-4296

E-mail: edu-csr@Sun.com

Payments submitted to: Sun Microsystems, Inc. c/o Bank of America Drawer CS 198330 Atlanta, GA 30384-8330

RICOH AMERICAS

Federal EI#: 22-2783521

Contract Code: GSS09133-COMPUTERV10

Account Rep

Lori Toth

Ricoh Americas Corp.

5 Dedrick Place

West Caldwell, NJ 07006-6398 Email: lori.toth@ricoh-usa.com

Phone: (717) 487-2888 Fax: (973) 882-2219

TRANSOURCE COMPUTERS

Federal EI#: 86-0490887

Contract Code: GSS09133-COMPUTERV14

Account Rep

Transource Computers

Marlo Gouin

2405 West Utopia Road Phoenix, AZ 85027-4100

Email: mgouin@transource.com

Phone: (800) 486-3715 or (623) 879-8882

Fax: (623) 879-8887

Contract No.: GSS09133-COMPUTER

GRACE CLOBAL CORPORATION

Federal EI#: 90-0536179

Contract Code: GSS09133-COMPUTERV15

Account Rep

Geoff Weigand, Government Services

Director

1933 East Redondo Avenue Salt Lake City, UT 84108-3119 Email: wsca@graceglobalinc.com State and Local Government Sales

Phone: (800) 926-6350 **Education Sales**

Phone: (800) 507-6350

Purchase Orders, submitted directly to Grace

Global via Fax: (801) 466-0731

Ordering Address
Grace Global Inc.

Direct Orders Department 1933 E. Redondo Ave

Salt Lake City Utah 84108-3119

LENOVO (United States), INC

Federal EI#: 52-2449153

Contract Code: GSS09133-COMPUTERV17

Lenovo (US)

1017 Think Place Building 3, 3A23

Morrisville, NC 27560-9002 Attn: Gerolynn Martin

Email: gmartin4@lenovo.com
Phone: (919) 294-2860

Fax: (919) 257-4987

TOSHIBA AMERICA INFORMATION SYSTEMS

Federal El#: 23-2209036

Contract Code: GSS09133-COMPUTERV19

Account Rep

Jeff Ballard

Toshiba America Information Systems, Inc.

9740 Irvine Blvd. Irvine, CA 92618-1697

Email: Toshiba.wsca.pa@tais.toshiba.com

Phone: (949) 461-4692 Fax: (949) 206-3314 **HOWARD TECHNOLOGY SOLUTIONS**

Federal EI#: 64-0466143

Contract Code: GSS09133-COMPUTERV16

Account Rep

Melissa Reeves 36 Howard Drive

Ellisville, MS 39437-9020 Email: <u>mreeves@howard.com</u> Phone: (888) 912-3151, Ext 5680

Fax: (601) 399-5077

All orders are to be issued directly to:

Howard Technology Solutions

Attn: Order Entry P. O. Box 1590

Laurel, MS 39411-1590

All Payments are to be issued to:

Howard Technology Solutions Attn: Finance Department

P. O. Box 1590

Laurel, MS 39441-1590

COMPUTER TECHNOLOGY LINK (CTL)

Federal El#: 93-1004740

Contract Code: GSS09133-COMPUTERV18

Account Rep

James Bognatz

CTL

3460 NW Industrial St Portland, OR 97210-1621 Email: jbognatz@ctlcorp.com

Phone: (800) 642-3087 x 236 or (971) 327-0120

Fax: (503) 526-9135

XIOTECH CORPORATION

Federal El#: 41-1821093

Contract Code: GSS09133-COMPUTERV20

Account Rep

Mary Reuss

Xiotech Corporation 6455 Flying Cloud Drive

Eden Prairie, MN 55344-3394

Email: mary_reuss@xiotech.com

Phone: (952) 983-2435 Fax: (612) 419-1016

To place orders:

Dale Kunde, Order Admin

Contract No.: GSS09133-COMPUTER

Xiotech Corporation 6455 Flying Cloud Drive Eden Prairie, MN 55344-3394 Phone: (952) 983-2423

Fax: (952) 983-2210

Email: dale_kunde@xiotech.com

Main # (952) 983-3000

Remit to address is the same as above.

4. SHIPPING TERMS:

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F.O.B. destination.

5. **DELIVERY AND PICKUP:**

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Contractor agrees to deliver Products to Purchasing Entities within 25 calendar days after receipt of a valid Purchase Order.

6. PRICING:

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Prices will remain firm for the term of the contract period. See link for each vendor, http://www.mmd.admin.state.mn.us/wsca/2009-2014_contracts.asp

ADDITIONAL TERMS AND CONDITIONS

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7. BILLING:

The vendor is required to <u>"Bill as Shipped" to the respective ordering agency(s)</u>. Ordering agencies shall provide at a minimum the contract number and the Master Price Agreement number, ship to and bill to address, contract name and phone number.

8. PAYMENT:

The agencies or school districts involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

9. PRODUCT SUBSTITUTION:

All items delivered during the life of the contract shall be of the same type and manufacture as specified unless specific approval is given by Government Support Services to do otherwise. Substitutions may require the submission of written specifications and product evaluation prior to any approvals being granted.

10. ORDERING PROCEDURE:

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Successful contractors are required to have either a local telephone number within the (302) area code, a toll free (800) number, or agree to accept collect calls. Each agency is responsible for placing their orders and may be accomplished by written purchase order, telephone, fax or computer on-line systems. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

All purchase orders must include the vendor's contract number, **GSS09133-COMPUTERVXX**, and the Master Price Agreement Number, **B27XXX**.

11. HOLD HARMLESS:

The contractor agrees that it shall indemnify and hold the State of Delaware and all its agencies harmless from and against any and all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused, by acts or omissions of the contractor, its employees, and invitees on or about the premises and which arise out of the contractor's performance, or failure to perform as specified in the Agreement.

12. NON-PERFORMANCE:

In the event the contractor does not fulfill its obligations under the terms and conditions of this contract, the ordering agency may purchase equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the contractor. Under no circumstances shall monies be due the contractor in the event open market products can be obtained below contract cost. Any monies charged to the contractor may be deducted from an open invoice.

13. FORCE MAJEURE:

Neither the contractor nor the ordering agency shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.

14. AGENCY'S RESPONSIBILITIES:

The Agency shall:

- Examine and review in detail all letters, reports, drawings and other documents presented by the Contractor to the Agency and render to the Contractor in writing, findings and decisions pertaining thereto within a reasonable time so as not to delay the services of Contractor.
- Give prompt written notice to the Contractor whenever the Agency observes or otherwise becomes aware of any development that affects the scope or timing of the Contractor's services.

15. SERVICING SUBCONTRACTORS:

All Contractors' authorized business partners in the State of Delaware.

PREMIUM SAVINGS PACKAGE (PSS)

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16. PRODUCT AND SERVICE SCHEDULE:

The Contractor agrees to maintain a Premium Savings Package (PSS). The PSS program offers deeper discounts for specifically designated configurations. The current process is to redefine/update the packages every six months, so that the new pricing is available on May 1 and November 1 of each year. *Click here* for more information.

17. PRODUCT WARRANTY:

Any communications hardware, services, and software will be covered by the manufacturer's warranty.

18. <u>AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (ARRA)</u>:

If or when contractor is notified by ordering entity that a specific purchase or purchases are being made with ARRA funds, contractor agrees to comply with the data element and reporting requirements that are legally required of providers of goods and related services. Ordering entity is responsible for informing contractor as soon as the ordering entity is aware that ARRA funds are being used for a purchase or purchases. Contractor will provide any required report to the ordering entity as required by law. The Contractor, as it relates to purchases under this contract, is not a subcontractor or subgrantee, but simply a provider of goods and related services.

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VENDOR	MASTER PRICE AGREEMENT	CONTRACT CODE	PRODUCTS OFFERED	LEASING ALLOWED	WEB SITE
ACE TECHNOLOGY PARTNERS	B27157	GSS09133-COMPUTERV01	Servers-LAN Storage	Yes	http://system.acecomputers.com/index.asp? cid=WSCA-DE
APPLE	B27158	GSS09133-COMPUTERV02	PC (including LAN storage)	Yes	store.apple.com/AppleStore/WebObjects/K1 2Custom?qprm=141519
DELL MARKETING L.P.	B27160	GSS09133-COMPUTERV03	PC (including printers/LAN storage)	Yes	www.dell.com/naspowsca
EMC CORPORATION	B27161	GSS09133-COMPUTERV04	Servers-LAN storage	Yes	www.emc.com/emcwsca
HEWLETT PACKARD	B27164	GSS09133-COMPUTERV05	PC (including printers/LAN storage)	Yes	www.hp.com/buy/delaware
IBM	B27166	GSS09133-COMPUTERV06	PC (including printers/LAN storage)	Yes	www.ibm.com/easyaccess/wscanaspo
NETAPP	B27170	GSS09133-COMPUTERV07	Servers-LAN Storage	Yes	www.netapp.com/us/how-to-buy/wsca
PANASONIC	B27172	GSS09133-COMPUTERV08	PC (including printers/LAN storage)	Yes	http://www.panasonic.com/business/toughbook/wsca_contract.asp
QUANTUM	B27173	GSS09133-COMPUTERV09	Servers-LAN Storage	No	www.quantum.com/wsca
RICOH AMERICAS	B27174	GSS09133-COMPUTERV10	Printers	No	www.ricoh-usa.com/rmap/wscaprinters
ORACLE AMERICA, INC.	B27175	GSS09133-COMPUTERV11	Servers-LAN Storage	Yes	www.sun.com/wsca
TRANSOURCE COMPUTERS	B27177	GSS09133-COMPUTERV14	PC (including printers/LAN storage)	No	www.transource.com/wsca/de

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GRACE GLOBAL CORP.	B27163	GSS09133-COMPUTERV15	PC (including printers/LAN storage)	No	wsca.graceglobalinc.com
HOWARD TECHNOLOGY	B27165	GSS09133-COMPUTERV16	PC (including printers/LAN storage)	No	www.howardcomputers.com/wsca2009
LENOVO (United States)	B27168	GSS09133-COMPUTERV17	PC (including printers/LAN storage)	No	www.lenovo.com/wsca
COMPUTER TECHNOLOGY LINK	B27159	GSS09133-COMPUTERV18	Servers-LAN Storage	No	www.ctlcorp.com/wsca
TOSHIBA	B27176	GSS09133-COMPUTERV19	PC (including printers/LAN storage)	No	www.laptops.toshiba.com/wsca-de
XIOTECH CORP.	B27179	GSS09133-COMPUTERV20	Servers-LAN Storage	No	www.xiotech.com/wsca2009
FUJITSU AMERICA	In Negotiations	GSS09133-COMPUTERV22	PC (including printers/LAN storage)	Yes	